HOMESTEAD EXEMPTION WAIVED? YES NO CANNOT BE DEMANDED	Homestead Exemption waived? Obligation Date CASE DISPOSITION CASE DISPOSITION Difficultiff(s) recover against Thamed Defendant(s) That the Plaintiff(s) recover against Thamed Defendant(s) The superior statement of any credits, with interest at The plaintiff(s) after from The proof which is due to the plaintiff(s) costs and \$ ATTORNEY FREES attorney's fees	WARRANT IN DEBT (Civil Claim for Money) Commonwealth of Virginia VA. CODE § 16.1-79 City of Richmond General District Court - Civil Division (804) 646-6461. General District Court Second Floor, John Marshall Courts Bldg., 400 N.9th 3t - Suite 203, Richmond, Va. 23219-1546 TO ANY AUTHORIZED OFFICER: You are hereby commanded to summon the Defendant(s). TO THE DEFENDANT(S): You are summoned to appear before this Court at the above address on JUL 2 4 2007 at 10:00 a.m. to answer the Plaintiff(s)' civil claim (see below). JUN 2 2 2007 DATE ISSUED Claim: Plaintiffs claim that Defendant(s) owe Plaintiff(s) a debt in the sum of \$15000.00. net of any credits, with interest at 9.99% from date of 12/22/2007 until paid \$48.00. costs, and \$N/A. attorney's fees with the basis of this claim being Open Account Contract Note Open Account Contract Note Open Account Contract DESTRUCTION DESTRUCTIO
Bill of Particulars ORDERED ORDERED ORDERED ORDERED ORDERED DUE ORDERED ATTORNEY FOR PLAINTIFF(S) ATTORNEY FOR DEFENDANT(S)	*** TO DEFENDANT: You are not required to appear; however, if you fail to appear, judgment may be entered against you. See the additional notice on the reverse about requesting a change of trial location. To dispute this claim, you must appear on the return date to try this case. X To dispute this case, you must appear on the return date for the judge io set another date for trial.	Virginia Credit Union, Inc. POB 90010 CONTROL 134 Richmond, VA 23225 139 804-323-6000 V. POE SCONTINION COUNTY CIF#:00002269:9 Acct#:0022691900 c/c#: 4756-43:77-7004-4392 WARRANT IN DEBT
CLERK DISABILITY ACCOMMODATE- IONS for loss of hearing, vision, mobility, etc., contact the court ahead of time.	JUDGMENT PAID OR SATISFIED PURSUANT TO ATTACHED NOTICE OF SATISFACTION.	HEARING DATE AND TIME JUL 24 2007 10:00 a.m. 9-18-07 1-29-07 1-29-07

"ELECTRONIC OR COMMUNICATION DEVICES NOT ALLOWED BY COURTHOUSE" warrant.jf 7/05 used in lieu of FORM DC-412 (FRONT) REVISED 7/04 PC (114:3-010 10/04)	Defendant(s) Present? Yes Que Do Que Do Que Do Que Do Que Do Do Que Do	н [П.	HOMESTEAD EXEMPTION WAIVED? YES YES CANNOT BE DEMANDED JUDGMENT FOR NAMED DEFENDANTION	until paid, \$ H. S costs and \$ attorney's fees	for \$ \\S\C\C\C\C\C\C\cop\end{array} named Defendant(s) \Box\C\C\C\C\C\C\C\cop\end{array}, with interest at \\ \\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\	Homestead Exemption waived? Yes X No Campo be demanded	Open Account Contract Note Other (EXPLAIN) Visa Plat.	until paid \$48.00 costs, and \$N/A altorney's fees with the basis of this claim being	Claim: Plaintiffs claim that Defendant(s) owe Plaintiff(s) a debt in the sum of	JUN 2 2007 DATE ISSUED AT 10:00 a.m. to answer the Plaintiff(s) civil claim (see below). GULLAL HUGHEL DEFITY CLERK DMAGISTRATE	TO ANY AUTHORIZED OFFICER: You are hereby commanded to summon the Defendant(s). TO THE DEFENDANT(S): You are summoned to appear before this Court at the above	Commonwealth of Virginia VA. CODE § 16.1-79 City of Richmond General District Court - Civil Division (804) 646-6461. General District Court Second Floor, John Marshall Courts Bldg., 400 N.9th St - Suite 203, Richmond. Va. 23219-1546	WARRANT IN DEBT (Civil Claim for Money)
ATTORNEY FOR DEFENDANT(S)		Grounds of Defense	Bill of Particulars	X To dispute this case, you <u>must</u> appear on the return date for the judge to set another date for trial.	To dispute this claim, you must appear on the return date to try this case.	* * * 10 DEFENDANT: You are not required to appear; however, if you fail to appear, judgment may be cuttered against you. See the additional notice on the reverse about requestirg a change of trial location.		E E	ourranction: curpeper county	R SOUTHFUR AND SER VA 22701-001	Richmond, VA 23225 / 139 804-323-6000 V	Credit 1	CASE NO. 034182 JUN 2107
bility, etc., contact the court ahead of time.	DISABILITY ACCOMMODATE- IONS for loss of hearing, vision, mo-	CLERK	DATE	ATTACHED NOTICE OF SATISFACTION.	JUDGMENT PAID OR SATISFIED PURSUANT TO			JN : 5	1-29-08	10.33.07	10:00 a.m.	JUL 2 4 2007	HEARING DATE

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the state of the s	FORM DC-412 (PAGE ONE OF TWO) 97/04 PDF	JUDG CONTRACTOR OF THE PROPERTY OF THE PROPERT	OT BE DEM	CASE DISPOSITION FOR \$ net of any gredity with interest at \$2.500	Homestead Exemption waived? Yes X No capnot be demanded	\$15,000.00 net of any credits, with interest at9.99% from date of .02/22/2007 until paid \$48.00 costs, and \$N/A attorney's fees with the basis of this claim being Open Account Contract Note Other (EXPLAIN) Visa. Plat.	address on JUL 2 4 ZUU at 10:00 a.m. to answer the Plaintiff(s)' civil claim (see below). RETURN DATE AND TIME J JUN 2 2 2007 DATE ISSUED CLERK DEFITY CLERK DMAGISTRATE Claim: Plaintiffs claim that Defendant(s) owe Plaintiff(s) a debt in the sum of	
	ATTORNEY FOR DEFENDANT(S)	Grounds of Defense ORDERED DUE CO ATTORNEY FOR PLAINTIFF(S)	To dispute this case, you must appear on the returndate for the judge so set another date for trial. * * * * Bill of Particulars ORDERED DUE ORDERED	To dispute this claim, you must appear on the return date to try this case.	* * * TO DEFENDANT: You are not required to appear; however, if you fall to appear, judgment may be entered against you. See the additional notice on the reverse about requesting a change of trial location.	CIF#:0000226919 Acct#:0022691900 C/C#: 4756-43:)7-7004-43:92 WARRANT IN DEBT	DONNA K SOUTTER : A LANGE OF COUNTY	Virginia Credit Union, Inc. 27/34 POB 90010 12 CONKES 1/34 Richmond, VA 23225 1/39 804-323-6000
	bility, etc., contact the court ahead of time.		SATI	JUDGMENT PAID OR SATISFIED PURSUANT TO		JUN 15	10.33.07 11-20-07	HEARING DATE AND TIME JUL 2 4 2007

AFFIDAVIT - DEFAULT JUDGMENT	Case No.:
SERVICEMEMBERS CIVIL RELIEF ACT	
Commonwealth of Virginia VA. CODE. § 8.01-15.2	IUL 2 4 2007 10:00 am
	☐ Circuit Court ☑ General District Court
	Juvenile and Domestic Relations District Cour
City of Richmond CITY OR COUNTY	`
Virginia Credit Union, Inc. v.	DONNA K SOUTTER
In re: Pamela Bethel	,the undersigned affiant, states the following under oat
	
	ilitary service is not in military ser
The following facts support the statement about	ove:
the affiant is unable to determine whether or	r not the defendant is in military received
the affiant is unable to determine whether or	Pamile Bithe
06/08/2007 DATE The above-named affiant personally appeing sworn, made oath that the facts stated in	Panell Sither
O6/08/2007 DATE The above-named affiant personally appeing sworn, made oath that the facts stated in nowledge, information and belief.	Pamile Buther
06/08/2007 DATE The above-named affiant personally appeing sworn, made oath that the facts stated in	Deared this day before the undersigned, and upon duly this affidavit are true to the best of his or her
DATE The above-named affiant personally appeing sworn, made oath that the facts stated in nowledge, information and belief.	AFFIANT'S SIGNATURE Deared this day before the undersigned, and upon duly this affidavit are true to the best of his or her CLERK DEPOTY CLERK MAGISTRATE JUDGE
DATE The above-named affiant personally appeing sworn, made oath that the facts stated in nowledge, information and belief. 06/08/2007 DATE ICE REGARDING APPOINTMENT OF COUNS	AFFIANT'S SIGNATURE Decared this day before the undersigned, and upon duly this affidavit are true to the best of his or her CLERK DECOTY CLERK MAGISTRATE JUDGO NOTARY PUBLIC My commission expires: 12/31/20: SEL TO REPRESENT ABSENT SERVICEMEMBER.
DATE The above-named affiant personally appeing sworn, made oath that the facts stated in nowledge, information and belief. 06/08/2007 DATE ICE REGARDING APPOINTMENT OF COUNS to appointment of counsel is required pursuant to 50	AFFIANT'S SIGNATURE DEPUTY CHERK MAGISTRATE JUDGO NOTARY PUBLIC My commission expires: 12/31/20: EL TO REPRESENT ABSENT SERVICEMEMBER: U.S.C. app. 8 521 or 522, the court may assess attorneyed face
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The above-named affiant personally appeing sworn, made oath that the facts stated in nowledge, information and belief. O6/08/2007 DATE TICE REGARDING APPOINTMENT OF COUNS the appointment of counsel is required pursuant to 50 sosts against any party, as the court deems appropriate pay such fees and costs, except the Commonwealth of COURT USE ONLY: ER OF APPOINTMENT OF COUNSEL	DEAL TO REPRESENT ABSENT SERVICEMEMBER: U.S.C. app. § 521 or 522, the court may assess attorneys' fee tee, and shall direct in its order which of the parties to the case unless it is the party that obtains the judgment.

•	tomatic Payment of my VACU Ci	
I'd like to have the following payme	ent on my credit card made from my VACI	J checking account:
Check only one option:	Account Number:	
•		suffi:
☐ Minimum payment due	Signature	
☐ · Last statement balance	Date	
	Date	
☐ Fixed dollar amount * \$		
*(If less than the minimum payment du then the minimum payment will be d	ıe, leducsed)	

Credit Card Disclosure Required By Federal Law

Type of credit card	Annual percentage rate (APR) for purchases	Grace Period for repayment of the balance for purchases	Method of computing the balance for purchases	Annual Fees	Minimum finance charge	Transaction fee for purchase
Visa Platinum	9.99%	25-day grace period before a finance charge on purchases will be imposed	Average daily balance (including new purchases)	None	None	None
Visa Gold	13.00%	Same as above	Same as above	None	None	None
MasterCard Visa	9.96% increductory fixed rate for all new purchases applied to the account within the first 90 calendar days from the account opering date and in effect until such purchases are paid off; 13.96% regular fixed rate for all subsequent purchases.	Same as above	Same as above	None	None.	None

Transaction fee for cash advances, including transfers and convenience checks: Visa Gold, Visa, Mastercard: None; Visa Platinum: 2% of the advance, maximum \$10.00(waived first 90 days). Late fee: \$10.00 each payment 30 days or more late. Over-the-credit-limit fee \$10.00. The information about the cost of the cards described in this application was printed in August 2000 and was accurate as of such date. The information is subject to change after that date. To find out what may have changed call (804) 323-6800 or toll free (800) 285-6609 or write VACU, POB 90010, Richmond, VA 23225-9010.

- Transfer or convenience checks are considered cash advances upon or modify the use of such checks. Once paid, these checks are not nominal fee. Our standard stop payment procedures and fees also valid. All checks will remain our property and without notice to you presentation for payment. Only check forms authorized by us are we can: a) refuse to reissue; b) repossess; and c) limit, terminate returned to you. Upon your request, we can provide copies for a apply to these checks. 5
- any suits, liability, damages or adverse action of any kind that results the Credit Union will not have any liability, responsibility or culpability whatsoever for any such use by you or any authorized user(s). You further agree to indemnify and hold the Credit Union harmless from constitute an event of defautt under this Agreement. You agree that law; and that any such use, including any such authorized use, will or facilitate any illegal transaction(s) as determined by applicable You warrant and agree that your Card will not be used to make directly or Indirectly from such illegal use. <u>6</u>
 - Rebate amount may be forfeited by you if the account is not in good Visa Gold – based on net purchases, a 1/2% rebate is paid annually. standing or has been closed at the time the rebate is paid. ₽.
- exchange between the Transaction Currency and the Billing Currency transaction is processed, increased by a factor established from time may differ from the rate that would have been used on the purchase market rate or Government-mandated rate in effect one day prior to amount. For MasterCard, the currency conversion rate is generally either a government mandated rate or a wholesale rate determined to time by MasterCard International. The currency conversion rate by MasterCard International for the processing cycle in which the date or cardholder statement posting date. For VISA, the rate of If you effect a transaction with your Card in a currency other than U.S. dollars, such transaction will be converted into a U.S. dollar used for processing international Transactions is the Wholesale the Transaction Date, and increased by one percent. œ
 - charged balances. We can reject payments not denominated in U.S. dollars or not drawn on a U.S. financial institution. From time to time. we may allow you to skip a monthly payment. If we do, we will notify Payments on non-delinquent accounts are applied to cash advance you. If you choose to skip a payment, finance charges will continue and promotional rate balances before they are applied to other <u>€</u>
- You understand and agree that even though your APR is a fixed rate, it is still subject to decrease or increase based on the results of our periodic credit evaluation of your credit worthiness, which includes, but is not limited to, our obtaining and evaluating your consumer credit information. 8

(Keep this Notice for Future Use) Your Billing Rights

from you no later than 60 days after we sent you the first bill on which the after the phrase "Send Inquiries To" as soon as possible. We must hear write us on a separate sheet of paper at the address shown on your bill responsibilities under the Fair Credit Billing Act. If you think your bill is Wrong, or if you need more information about a transaction on your bill, This notice contains important information about your rights and our

error or problem appeared. You can telephone us, but doing so will not Preserve your rights. In your letter, give us;

- Your name and account number.
- The dollar amount of the suspected error.
- If you have authorized us to pay your credit card bill automatically from Describe the error, explain if you can, why you believe there is an error. If you need more information, describe the item you are unsure about. your VACU share account, you can stop payment on any amount you think is wrong. To stop the payment, your letter must reach us three business days before the automatic payment is scheduled to occur.

Your Rights and Our Responsibilities After We Receive Your Written Notice

are investigating, but you are still obligated to pay the parts of your bill that are not in question. If we find that we made a mistake on your bill, you will we didn't make a mistake, you may have to pay finance charges, and you not have to pay any finance charges related to any questioned amount. If error or explain why we believe the bill was correct. After we receive your your credit fmit. You do not have to pay any questioned amount while we will have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date that it is due. If you fail to pay the amount that we think you owe, we including finance charges, and we can apply any unpaid amount against corrected the error by then. Within 90 days, we must either correct the as delinquent. We can continue to bill you for the amount you question, letter, we cannot try to collect any amount you question, or report you must acknowledge your letter within 30 days, unless we have may report you as delinquent.

inally is. If we don't follow these rules, we can't collect the first \$50 of the within ten days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your bill. And, we must tell you the name of anyone we reported you to. We must tell anyone we report you to that the matter has been settled between us when it However, if our explanation does not satisfy you and you write to us questioned amount, even if your bill was correct.

Special Rule for Credit Card Purchases

amount due on the goods or services. You have this protection only when the purchase price was more than \$50.00 and the purchase was made in purchased with a credit card, and you have tried in good faith to correct property or services, all purchases are covered regardless of amount or your home state or within 100 miles of your malking address, (If we own the problem with the merchant, you may not have to pay the remaining or operate the merchant, or if we mailed you the advertisement for the f you have a problem with the quality of goods or services that you ocation of purchase.)



VIRGINIA CREDIT UNION

DISCLOSURE STATEMENT

CREDIT CARD AGREEMENT &

Information is accurate as of June 1, 2005. To find out what may have changed, call us at (804) 323-6800 or toll free (800) 285-6609.

ANNUAL PERCENTAGE RATE (APR)

Which APR you received was based on our internal credit criteria, decrease or increase. If your APR changes, you will be notified at Amually we will re-evaluate your credit information based on our internal credit criteria and at such time, your APR is subject to least 15 days prior to such change. The exact APR you qualified for was disclosed to you in a prior, separate notice. If you did not including a review of your application and consumer report. receive this notice, contact us immediately

10.99% APR, monthly periodic rate 0.916% 8.99% APR, monthly periodic rate 0.749% 9.99% APR, monthly periodic rate 0.833% 11.99% APR, monthly periodic rate 0.999% 12.99% APR, monthly periodic rate 1.083% 13.99% APR, monthly periodic rate 1.166% 16.99% APR, monthly periodic rate 1.416% 19.99% APR, monthly periodic rate 1.666%

Disclosures applicable to all VACU cards APR for Cash Advances and Balance Transfers -SAME AS FOR PURCHASES

AVERAGE DAILY BALANCE (Including New Purchases) Grace Period for Repayment of Balances for Purchases. Method of Computing the Balances for Purchases 25 DAYS (No Grace Period For Cash Advances)

ransaction Fee for Balance Transfer - NONE Transaction Fee for Cash Advance - NONE Transaction Fee for Purchases - NONE Minimum Finance Charge - NONE Annual Fee - NONE

Over-the-Credit-Limit Fee - \$20

Late Payment Fee - \$20

New Balance that does not exceed your credit limit, plus the entire Balance as shown on your periodic billing statement if the balance is under \$10. Payments should be mailed to the address indicated (1) \$10 or 2.00% (2.50% effective 09-01-05) of that portion of the portion of the New Balance in excess of your credit limit, plus any amount past due, whichever is greater, or (2) the total New The required minimum periodic payment is the greater of: on your periodic billing statement.

CHARGE is determined by dividing the APR by 12 months. The monthly periodic rate used to compute the FINANCE

07-05

LAW OFFICES

BERKELEY & DEGAETANI

I301 N. HAMILTON STREET, SUITE 200 RICHMOND, VIRGINIA 23230-3959

ARCHIE C. BERKELEY, JR. FRANK J. DEGAETANI, JR. P. MATTHEW ROBERTS

TELEPHONE: (804) 644-0345 TOLL FREE: (800) 293-1014 FACSIMILE: (804) 648-1909

February 25, 2008

Sandra C. Blount, Clerk City of Richmond General District Court Civil Division John Marshall Courts Building 400 N. 9th Street, Suite 203 Richmond, Virginia 23219

> Re: Virginia Credit Union, Inc. v. Donna K. Soutter Case No: GV07-034182

Dear Ms. Blount:

Enclosed please find a Notice of Motion on behalf of the plaintiff, which I respectfully request be placed on the 9:00 a.m. Motions docket on March 20, 2008.

By copy of this letter and as set forth in my certificate, I am advising the defendant of the same.

THIS COMMUNICATION IS FROM A DEBT COLLECTOR. THIS IS AN ATTEMPT TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

Thank you for your courtesies.

Very truly yours,

Archie C. Berkeley, Jr.

ACBjr/hmh Enclosure

cc: Donna K. Soutter

cc: Virginia Credit Union, Inc.

Attn: R. David Oakes, Assistant Vice President

VIRGINIA:

IN THE CITY OF RICHMOND GENERAL DISTRICT COURT JOHN MARSHALL COURTS BUILDING

VIRGINIA CREDIT UNION, INC.,

Plaintiff.

Case No: GV07-034182

DONNA K. SOUTTER,

Defendant.

NOTICE OF MOTION

TO:	_	• • • • • • • • • • • • • • • • • • • •	

TAKE NOTICE, that on March 20, 2008, at 9:00 a.m., or as soon thereafter as may be heard, I shall appear before the Judges of the City of Richmond General District Court, Civil Division, at its Clerk's Office at the John Marshall Courts Building, 400 N. 9th Street, Richmond, Virginia, and I shall move the Court, pursuant to Virginia Code §8.01-428, to set aside the judgment entered against the defendant, Donna K. Soutter, in the captioned case for the following reasons:

- 1. That a default judgment was entered against the defendant on January 29, 2008, for failure of the defendant to appear in Court.
- 2. That the defendant was not in Court because a settlement with debt counseling had been reached with her, but the same was not told to the plaintiff's Court agent who took the judgment in error against the defendant without knowledge of the settlement.
- 3. That said default judgment was taken against the defendant due to the plaintiff's clerical error and failure to exercise due diligence in the same.
 - 4. That substantial justice would be served by granting the plaintiff's Motion.

TO DEFENDANT: You are not required to appear at the hearing date unless you contest the proceeding.

WHEREFORE, the plaintiff prays that the judgment entered herein against the defendant be set aside, and the Warrant in Debt be dismissed without prejudice.

VIRGINIA CREDIT UNION, INC.

anhie c. Belsel

Archie C. Berkeley, Jr., (VSB No: 12581) **BERKELEY & DeGAETANI** 1301 N. Hamilton Street, Suite 200 Richmond, Virginia 23230-3959 Telephone No: (804) 644-0345

Fax No: (804) 648-1909

CERTIFICATE

I hereby certify that on the 25th day of February, 2008, a true and exact copy of the foregoing Notice of Motion was mailed, postage prepaid, to the defendant, Donna K. Soutter, at 12365 Rixeyville Road, Culpepper, Virginia 22701-0016, there being no attorney of record herein for the defendant.

VIRGINIA:

IN THE CITY OF RICHMOND GENERAL DISTRICT COURT JOHN MARSHALL COURTS BUILDING

VIRGINIA CREDIT UNION, INC.,

Plaintiff,

٧.

Case No: GV07-034182

DONNA K. SOUTTER,

Defendant.

ORDER

This day came the plaintiff, by counsel, after due notice to the defendant, and moved the Court pursuant to Virginia Code §8.01-428 to set aside the judgment entered in the captioned matter against Donna K. Soutter.

WHEREUPON, the Court having determined that the judgment against the defendant in the captioned matter was entered by default; that the plaintiff's agents committed clerical error in failing to communicate that a settlement with the defendant had been reached; and that substantial justice would be served by granting the plaintiff's Motion. It is therefore,

ORDERED that the judgment entered against Donna K. Soutter in the captioned matter be, and is hereby, set aside and dismissed without prejudice.

ORDERED that the Clerk of this Court provide counsel for plaintiff with a copy teste hereof.

ENTER: 3,20,05

Judge

I ASK FOR THIS:

Archie C. Berkeley, Jr. (VSB No: 12581)
BERKELEY & DeGAETANI
1301 N. Hamilton Street, Suite 200
Richmond, Virginia 23230-3959
Telephone No: (804) 644-0345
Fax No: (804) 648-1909